The court said in part:

"The last point to be considered is whether the erection by the defendant of a private garage violates the restrictions against a private stable. The covenants in the deeds to Moon and the agreement with Scott prohibited the erection of any building costing less than $5,000, with the exception only of a barn or stable, providing such barn or stable is erected on that part of the premises conveyed lying west of a line drawn parallel with East Nineteenth street and distant 70 feet westerly therefrom. This imposed upon the grantee the necessity of choosing whether she desired any garage at all or a garage which should not stand closer to East Nineteenth street than 70 feet. The same necessity confronts her grantee, the present defendant. In my opinion the building of defendant's garage within 70 feet from East Nineteenth street is a violation of the original covenant. The question is whether the garage built by the defendant falls within the prohibition of the restriction against the erection of a barn or private stable. In this connection it should be noted that the barn or stable mentioned in the covenant is not limited to a stable for horses or any other animals, and I think the term used includes an automobile garage. I had occasion, in the case of Schmolke *v.* Hardy, N. Y. Law Journal, Nov. 3, 1919, to consider the question whether a garage came within the definition of a stable, within the purview and for the purposes of the interpretation of a restrictive covenant, and I followed in that case the case of Beach *v.* Jenkins, 174 App. Div. 813, 159 N. Y. Supp. 652, where it was held that the building of a garage violated the barn or stable restriction then under consideration. See, also, the case of Hepburn *v.* Long, 146 App. Div. 527, 131 N. Y. Supp. 154, distinguishing Beckwith *v.* Pirung, 134 App. Div. 608, 119 N. Y. Supp. 444."

Habeas Corpus—Right of Person at Large on Bail Bond to Writ —Voluntary Surrender.—In Hyde *v.* Nelson, 229 S. W. 200, the Supreme Court of Missouri held that a person discharged on bail is not restrained of his liberty so as to be entitled to discharge on habeas corpus, and that the writ will not lie for the release of such person after he has voluntarily surrendered himself to the officers of the law.

The court said in part:

"It is uniformly held that the writ will not lie where one is at large on bail bond. It was held in the learned opinion of Walker, J., in State ex rel. Barker *v.* Wurdeman, 254 Mo. 561, loc. cit. 572, 163 S. W. 852: 'The test, therefore, as to the right to this writ is the existence of such an imprisonment or detention, actual though it may be, as deprives one of the privilege of going when and where he pleases (Hurd on Habeas Corpus, pp. 200 et seq.); and upon such restraint being alleged, the court or judge will, in the exercise of discretion, determine whether the individual liberty of the petitioner and the demands of justice, if the petitioner is being held under the war-

rant or process of a court, authorize the issuance of the writ. It is said that the writ of habeas corpus is intended for the benefit of all persons who may be deprived of their liberty without sufficient cause. An actual restraint is necessary to warrant interference by habeas corpus; but any restraint which precludes freedom of action is sufficient and actual confinement in jail is not necessary. Persons discharged on bail are not restrained of their liberty so as to be entitled to discharge on habeas corpus, but upon their surrender to the proper officers by their sureties it has been held that habeas corpus will lie. So, if the person who has been released on bail surrenders himself of his own accord, it is held in several jurisdictions that habeas corpus will not lie. 21 Cyc. 288-290, where many cases are cited in the notes. In Johnson *v.* Hoy, 227 U. S. 245, 57 L. Ed. 497, 33 Sup. Ct. Rep. 240, Mr. Justice Lamar said: 'But even if it could be claimed that the facts relied on presented any reason for allowing him a hearing on the constitutionality of the act at this time, the defendant would not be entitled to the benefit of the writ, because since the appeal he has given bond in the district court and has been released from arrest under the warrant issued on the indictment. He is no longer in the custody of the marshal to whom the writ is addressed, and from whose custody he seeks to be discharged. The defendant is now at liberty, and having secured the very relief which the writ of habeas corpus was intended to afford to those held under warrants issued on indictments, the appeal must be dismissed.' See opinion by Justice Miller in Wales *v.* Whitney, 114 U. S. 564, 29 L. Ed. 277, 5 Sup. Ct. Rep. 1050, where the question is thoroughly examined. The sum of the matter is that a prisoner released on bail is at liberty and that one at liberty is not imprisoned."

Electricity—Furnishing Electricity to Known Defective Fixture.—In Aurentz *v.* Nierman, 131 N. E. 832, the Appellate Court of Indiana held that a corporation which supplied a current of electricity to fixtures in a building over which it had no control and which it was not authorized to repair, after it acquired knowledge by inspection, on complaint of the building owner, that the wiring in the fixtures was defective and dangerous, is liable for the death of a person caused by his coming in contact with such fixtures.

The court said in part:

"It is the undisputed evidence in this case that with full knowledge that appellant's wires, which were carrying a dangerous voltage, were grounded and that they continued to be so grounded for a number of years, there was no inspection thereof for the purpose of repairing the defect. From the evidence the jury had a right to infer that the wires and the brass parts to which the wires were attached on the socket above mentioned were unguarded and uninsulated, and that both appellants had knowledge of such condition.

"In the case of Ayrshire Coal Co. *v.* Wilder, 129 N. E. 260, the